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Attorneys for Defendant
Synchrony Bank

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA – FRESNO DIVISION

Rebekah Kearn,

Plaintiff,

vs.

Synchrony Bank, Does 1-10 inclusive,

Defendant.

Case No.: 20-415

[Removal from the Superior Court of
California, County of Kern, Case No.
BCL-20-012486]

**NOTICE OF REMOVAL
PURSUANT TO 28 U.S.C. § 1441**

Action Filed: April 15, 2020

**TO THE CLERK OF THE UNITED STATES DISTRICT COURT FOR
THE EASTERN DISTRICT OF CALIFORNIA:**

PLEASE TAKE NOTICE THAT, pursuant to 28 U.S.C. §§ 1331, 1441, and 1446, Defendant Synchrony Bank (“Synchrony”) hereby files a Notice of Removal for the above-captioned action from the Superior Court of the State of California for the County of Kern to the United States District Court for the Eastern District of California. In support of this Notice of Removal, Synchrony states as follows:

1. Synchrony is a named defendant in a lawsuit that was filed on April 15, 2020, in the Superior Court of Kern, California, styled *Rebekah Kearn v.*

1 *Synchrony Bank, and Does 1-10, Inclusive*, Case No. BCL-20-012486 (the “State
2 Court Action”).

3 2. On May 13, 2020, Synchrony received a copy of the Summons,
4 Complaint, and Civil Case Cover Sheet. True and correct copies are attached hereto
5 as **Exhibit A**.

6 3. As set forth more fully below, this case is properly removed to this
7 Court pursuant to 28 U.S.C. § 1441 because Synchrony has satisfied the procedural
8 requirements for removal, and this Court has subject matter jurisdiction over this
9 action pursuant to 28 U.S.C. § 1331.

10 **GROUND FOR REMOVAL**

11 **I. Synchrony Has Satisfied The Procedural Requirements For Removal.**

12 4. On May 13, 2020, Synchrony received a copy of the Complaint.
13 Therefore, this Notice of Removal is timely filed under 28 U.S.C. § 1446(b) because
14 Synchrony is filing its Notice of Removal within 30 days of its receipt of the initial
15 pleading setting forth the claim for relief upon which the action is based.

16 5. This Court is the proper division because it embraces the Superior
17 Court of the State of California for the County of Kern, where Plaintiff’s action is
18 pending. *See* 28 U.S.C. §§ 1441 and 1446(a).

19 6. No previous request has been made for the relief requested herein.

20 7. Pursuant to 28 U.S.C. § 1446(d), a copy of this Notice of Removal
21 is being served on Plaintiff, and a copy is being filed with the State Court Clerk.

22 **II. Removal Is Proper Because This Court Has Subject Matter Jurisdiction.**

23 8. Under 28 U.S.C. § 1331, United States District Courts are vested
24 with jurisdiction to consider cases or controversies “arising under” the laws of the
25 United States of America. *See* 28 U.S.C. § 1331.

26 9. Removal of such cases is governed by 28 U.S.C. § 1441(b). Section
27 1441(b) makes clear that a case brought in state court, raising a federal question,
28

1 “shall be removable” to the United States District Courts “without regard to the
2 citizenship or residence of the parties.” *See* 28 U.S.C. § 1441(b) (emphasis added).

3 10. Here, Plaintiff’s Complaint purports to assert a claim against
4 Synchrony for alleged violations of the Telephone Consumer Protection Act, 47
5 U.S.C. § 227 *et seq.* (the “TCPA”). *See* Complaint ¶¶ 21-26.

6 11. Plaintiff’s Complaint alleges Synchrony is improperly using an
7 automatic telephone dialing system to call Plaintiff’s cellular phone, an alleged
8 violation of a federal statute, the TCPA, and consequently Plaintiff’s Complaint
9 “arises under” the laws of the United States. *See* 28 U.S.C. § 1331. Therefore, this
10 Court may properly exercise jurisdiction over this claim.

11 12. To the extent that any other claims in this action may arise under
12 state law, supplemental jurisdiction over such claims exists pursuant to 28 U.S.C. §
13 1367.

14 13. Given that the requirements for federal question jurisdiction are
15 satisfied, this case is properly removed.

16 WHEREFORE, Defendant Synchrony Bank, by counsel, respectfully requests
17 that the above-referenced action, originally filed in the Superior Court of the State
18 of California for the County of Kern, be removed to this Court pursuant to 28 U.S.C.
19 §§ 1441 and 1446.

20
21 DATED: June 11, 2020

REED SMITH LLP

22
23 By: /s/ Steven P. Warner

24 Steve Warner
25 Attorneys for Defendant
26 Synchrony Bank
27
28

CERTIFICATE OF SERVICE

I certify that on this 11th day of June, 2020, the foregoing I caused the foregoing to be served in accordance with the Court's CM/ECF system which will send notification of such filing by notice via email to the ECF participants of record a true copy of this document.

By: /s/ Steven P. Warner

Steve Warner
Attorneys for Defendant
Synchrony Bank

EXHIBIT A

EXHIBIT A



**Service of Process
Transmittal**

05/13/2020

CT Log Number 537660396

TO: Talaya Kluttz
Synchrony Financial
380 St. Peter Street, Suite 1100
Saint Paul, MN 55102

RE: Process Served in California

FOR: Synchrony Bank (Domestic State: UT)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: REBEKAH KEARN, PLTF. vs. SYNCHRONY BANK, ET AL., DFTS.

DOCUMENT(S) SERVED: -

COURT/AGENCY: None Specified
Case # BCL20012486

ON WHOM PROCESS WAS SERVED: C T Corporation System, Los Angeles, CA

DATE AND HOUR OF SERVICE: By Process Server on 05/13/2020 at 10:55

JURISDICTION SERVED : California

APPEARANCE OR ANSWER DUE: None Specified

ATTORNEY(S) / SENDER(S): None Specified

ACTION ITEMS: SOP Papers with Transmittal, via UPS Next Day Air , 1ZX212780130774825
Image SOP
Email Notification, Talaya Kluttz talaya.l.kluttz@syf.com
Email Notification, Synchrony Financial Litigation
syf.litigation@synchronyfinancial.com
Email Notification, DAKESHA GEARHEART dakesha.gearheart@syf.com

SIGNED: C T Corporation System
ADDRESS: 155 Federal St Ste 700
Boston, MA 02110-1727

For Questions: 800-448-5350
MajorAccountTeam1@wolterskluwer.com

SUMMONS (CITACION JUDICIAL)

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

SYNCHRONY BANK, Does 1-10 inclusive,

YOU ARE BEING SUED BY PLAINTIFF:

(LO ESTÁ DEMANDANDO EL DEMANDANTE):

REBEKAH KEARN,

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)
ELECTRONICALLY FILED

5/11/2020

Kern County Superior Court

By Candice Rocha, Deputy

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 o más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es): Metropolitan Division

1415 Truxton Ave
Bakersfield, CA 93301

CASE NUMBER:

(Número del Caso): BCL-20-012486

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Todd M. Friedman, Adrian R. Bacon, 21550 Oxnard St., Suite 780 Woodland Hills, CA 91367, 323-306-4234

DATE: 5/11/2020
(Fecha)

TAMARAH HARBER-PICKENS

Clerk, by
(Secretario)

Candice Rocha

Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):

3. ☒ on behalf of (specify):

SYNCHRONY BANK

- under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):

4. ☒ by personal delivery on (date): 5-13-20

(SEAL)



ELECTRONICALLY FILED
4/15/2020 2:28 PM
Kern County Superior Court
By Candice Rocha, Deputy

Todd M. Friedman (216752)
Adrian R. Bacon (280332)
Law Offices of Todd M. Friedman, P.C.
21550 Oxnard St., Suite 780
Woodland Hills, CA 91367
Phone: 323-306-4234
Fax: 866-633-0228
tfriedman@toddfaw.com
abacon@toddfaw.com

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN
LIMITED JURISDICTION

REBEKAH KEARN,) Case No. BCL-20-012486
)
Plaintiff,) COMPLAINT
) (Amount not to exceed \$10,000)
)
vs.) 1. Violation of Rosenthal Fair Debt
) Collection Practices Act
SYNCHRONY BANK, Does 1-10 inclusive,) 2. Violation of Telephone Consumer
) Protection Act
Defendant.)
)

I. INTRODUCTION

1. This is an action for damages brought by an individual consumer for Defendant's violations of the Rosenthal Fair Debt Collection Practices Act, Cal Civ Code §1788, *et seq.* (hereinafter "RFDCPA") which prohibits debt collectors from engaging in abusive, deceptive, and unfair practices. Ancillary to the claims above, Plaintiff further alleges claims for Defendant's violations of the Telephone Consumer Protection Act., 47 U.S.C. §227, *et seq.* (hereinafter "TCPA").

II. PARTIES

2. Plaintiff, REBEKAH KEARN (hereinafter "Plaintiff"), is a natural person residing in Kern County in the state of California and is a "debtor" as defined by Cal Civ Code §1788.2(h).

1 3. At all relevant times herein, Defendant, SYNCHRONY BANK, (hereinafter
2 “Defendant”), is a company engaged, by use of the mails and telephone, in the business of
3 collecting a debt from Plaintiff which qualifies as a “consumer debt,” as defined by Cal Civ
4 Code §1788.2(f). Defendant regularly attempts to collect debts alleged to be due them, and
5 therefore is a “debt collector” as defined by the RFDCPA, Cal Civ Code §1788.2(c). Further,
6 Defendant uses an “automatic telephone dialing system” as defined by the TCPA, 47 U.S.C.
7 §227.

8 III. FACTUAL ALLEGATIONS

9 4. At various and multiple times prior to the filing of the instant complaint,
10 including within the one year preceding the filing of this complaint, Defendant contacted
11 Plaintiff in an attempt to collect an alleged outstanding debt.

12 5. Plaintiff financed a mattress purchase through defendant in April 2017. The
13 purchase was paid off August 2017.

14 6. In or around May of 2017, Defendant reported a derogatory remark on
15 Plaintiff’s consumer credit report, namely a debt that Plaintiff does not owe. The debt is
16 associated with a second mattress purchase that was not authorized by Plaintiff.

17 7. Thereafter Defendant began making numerous calls to Plaintiff’s phone number
18 ending in -5642 in an attempt to collect on the debt she does not owe. Defendant repeatedly
19 called Plaintiff from numbers verified to be owned by Defendant.

20 8. Plaintiff disputed the fraudulent charges with Defendant’s fraud department.

21 9. Defendant’s fraud department resolved Plaintiff’s dispute in her favor.

22 10. Thereafter, Defendant transferred the balance to a new account and resumed
23 their pattern of calling Plaintiff to collect on a debt that is not hers.

24 11. Defendant used an “automatic telephone dialing system,” as defined by 47
25 U.S.C. § 227(a)(1), to place its repeated collection calls to Plaintiffs seeking to collect the debt
26 allegedly owed.

27 12. Defendant’s calls constituted calls that were not for emergency purposes as
28 defined by 47 U.S.C. § 227(b)(1)(A).

1 13. Defendant's calls were placed to telephone number assigned to a cellular
2 telephone service for which Plaintiffs incur a charge for incoming calls pursuant to 47 U.S.C.
3 §227(b)(1).

4 14. As a result of Defendant's actions, Plaintiff have retained counsel.

5 15. §1788.17 of the RFDCPA mandates that every debt collector collecting or
6 attempting to collect a consumer debt shall comply with the provisions of Sections 1692b to
7 1692j, inclusive, of, and shall be subject to the remedies in Section 1692k of, Title 15 of the
8 United States Code statutory regulations contained within the FDCPA, 15 U.S.C. §1692d, and
9 §1692d(5).

10 16. Defendant's conduct violated the RFDCPA in multiple ways, including but not
11 limited to:

- 12 a) Falsely representing the character, amount, or legal status of
13 Plaintiff's debt (15 U.S.C. § 1692e(2)(A));
- 14 b) Communicating or threatening to communicate credit
15 information which is known or which should be known to be
16 false (15 U.S.C. § 1692e(8));
- 17 c) Using false representations and deceptive practices in
18 connection with collection of an alleged debt from Plaintiff (15
19 U.S.C. § 1692e(10));
- 20 d) Causing a telephone to ring repeatedly or continuously to
21 annoy Plaintiff (Cal Civ Code § 1788.11(d));
- 22 e) Communicating, by telephone or in person, with Plaintiff with
23 such frequency as to be unreasonable and to constitute an
24 harassment to Plaintiff under the circumstances (Cal Civ Code
25 § 1788.11(e));
- 26 f) Causing Plaintiffs telephone to ring repeatedly or
27 continuously with intent to harass, annoy or abuse Plaintiff (§
28 1692d(5));

- 1 g) Communicating with Plaintiff at times or places which were
2 known or should have been known to be inconvenient for
3 Plaintiff (§1692c(a)(1)); and,
4 h) Engaging in conduct the natural consequence of which is to
5 harass, oppress, or abuse Plaintiff (§ 1692d)).

6 17. Defendant's conduct violated the TCPA by:

- 7 a) using any automatic telephone dialing system or an artificial
8 or pre-recorded voice to any telephone number assigned to a
9 paging service, cellular telephone service, specialized mobile
10 radio service, or other radio common carrier service, or any
11 service for which the called party is charged for the call (47
12 USC §227(b)(A)(iii)).

13 18. As a result of the above violations of the RFDCPA and TCPA, Plaintiff suffered
14 and continues to suffer injury to Plaintiff's feelings, personal humiliation, embarrassment,
15 mental anguish and emotional distress, and Defendant is liable to Plaintiff for Plaintiff's actual
16 damages, statutory damages, and costs and attorney's fees.

17 **COUNT I: VIOLATION OF ROSENTHAL**

18 **FAIR DEBT COLLECTION PRACTICES ACT**

19 19. Plaintiff reincorporates by reference all of the preceding paragraphs.

20 20. To the extent that Defendant's actions, counted above, violated the RFDCPA,
21 those actions were done knowingly and willfully.

22 **COUNT II: VIOLATION OF TELEPHONE**

23 **CONSUMER PROTECTION ACT**

24 21. Plaintiff incorporates by reference all of the preceding paragraphs.

25 22. The foregoing acts and omissions of Defendant constitute numerous and
26 multiple negligent violations of the TCPA, including but not limited to each and every one of
27 the above cited provisions of 47 U.S.C. § 227 *et seq.*

28 23. As a result of Defendant's negligent violations of 47 U.S.C. §227 *et seq.*,

1 Plaintiff is entitled an award of \$500.00 in statutory damages, for each and every violation,
2 pursuant to 47 U.S.C. § 227(b)(3)(B).

3 24. The foregoing acts and omissions of Defendant constitute numerous and
4 multiple knowing and/or willful violations of the TCPA, including but not limited to each and
5 every one of the above cited provisions of 47 U.S.C. § 227 *et seq.*

6 25. As a result of Defendant's knowing and/or willful violations of 47 U.S.C. § 227
7 *et seq.*, Plaintiff is entitled an award of \$1,500.00 in statutory damages, for each and every
8 violation, pursuant to 47 U.S.C. § 227(b)(3)(B) and 47 U.S.C. § 227(b)(3)(C).

9 26. Plaintiff is entitled to and seeks injunctive relief prohibiting such conduct in the
10 future.

11 **PRAYER FOR RELIEF**

12 WHEREFORE, Plaintiff respectfully prays that judgment be entered against the
13 Defendant for the following:

- 14 A. Actual damages;
- 15 B. For statutory damages of \$1,000.00 pursuant to Cal. Civ. Code
16 §1788.30;
- 17 C. For statutory damages of \$1,000.00 pursuant to 15 U.S.C.
18 §1692k(a)(1) of the FDCPA, made applicable through Cal. Civ. Code
19 § 1788.17 of the RFDCPA;
- 20 D. As a result of Defendant's negligent violations of 47 U.S.C.
21 §227(b)(1), Plaintiff is entitled to and request \$500 in statutory
22 damages, for each and every violation, pursuant to 47 U.S.C.
23 227(b)(3)(B);
- 24 E. As a result of Defendant's willful and/or knowing violations of 47
25 U.S.C. §227(b)(1), Plaintiff is entitled to and requests treble damages,
26 as provided by statute, up to \$1,500, for each and every violation,
27 pursuant to 47 U.S.C. §227(b)(3)(B) and 47 U.S.C. §227(b)(3)(C) and
28 F. Costs and reasonable attorney's fees;

1 G. Any and all other relief that the Court deems just and proper.

2 **PLAINTIFF HEREBY REQUESTS A TRIAL BY JURY**

3
4 Respectfully submitted this 15th day of April, 2020.

5
6 By: 

7 Todd M. Friedman, Esq.
8 Law Offices of Todd M. Friedman, P.C.
9 Attorney for Plaintiff
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CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Todd M. Friedman, Esq. SBN 216752 Law Offices of Todd M. Friedman 21550 Oxnard St., Suite 780 Woodland Hills, CA 91367 TELEPHONE NO: 323-306-4234 FAX NO: 866-633-0228 ATTORNEY FOR (Name): Plaintiff, REBEKAH KEARN		FOR COURT USE ONLY ELECTRONICALLY FILED 4/15/2020 2:28 PM Kern County Superior Court By Candice Rocha, Deputy
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Kern (STREET ADDRESS) 1415 Truxton Ave (MAILING ADDRESS) 1415 Truxton Ave CITY AND ZIP CODE Bakersfield 93301 BRANCH NAME Metropolitan Division		
CASE NAME Rebekah Kearns vs. Synchrony Bank		
CIVIL CASE COVER SHEET <input type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input checked="" type="checkbox"/> Limited (Amount demanded is \$25,000 or less) Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)		
		CASE NUMBER BCL-20-012486 JUDGE: DEPT:

Items 1-6 below must be completed (see instructions on page 2).

Check one box below for the case type that best describes this case:		
Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PIP/DWD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PIP/DWD (23) Non-PIP/DWD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PIP/DWD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above-listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)

12. This case ☐ is ☒ is not a complex case under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries; or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |

13. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary, declaratory or injunctive relief c. ☒ punitive

14. Number of causes of action (specify): 2 (Violation of Rosenthal Fair Debt Collection Practices Act)

15. This case ☐ is ☒ is not a class action suit.

16. If there are any known related cases, file and serve a notice of related case (You may use form CM-015.)

Date: April 15, 2020

Todd M. Friedman

(TYPE OR PRINT NAME) (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)
NOTICE Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code) (Cal. Rules of Court, rule 3.220). Failure to file may result in sanctions. • File this cover sheet in addition to any cover sheet required by local court rule. • If this case is complex under rule 3.400 of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding. • Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES**Auto Tort**

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor
Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition